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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

DONALD R. CAMERON, *et al.*,

Plaintiffs,

v.

APPLE INC.,

Defendant.

No. 4:19-cv-03074-YGR

**DECLARATION OF DONALD R.  
CAMERON IN SUPPORT OF  
DEVELOPER PLAINTIFFS'  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT WITH APPLE INC.**

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3 I, DONALD R. CAMERON, declare as follows:

4 1. I am a class representative in the above-entitled class action. I make this declaration  
5 based on personal, firsthand knowledge, and if called and sworn as a witness, I could and would  
6 testify competently thereto. I submit this declaration in support of the Developer Class Plaintiffs'  
7 Motion for Preliminary Approval of the Class Settlement Agreement with Apple, Inc.

8 2. I co-developed a baby-naming app, Lil' Baby Names, which I have made available  
9 for sale in Apple's iOS App Store since approximately July 2015, and which is currently available  
10 for sale on the App Store. The Lil' Baby Names App has been available for download from the App  
11 Store for \$2.99, and that is currently its price.

12 3. I understand that counsel for Developer Class Plaintiffs have on behalf of the  
13 Developer Class Plaintiffs reached an agreement with Defendant Apple, Inc. to settle the Developer  
14 Class Plaintiffs' claims in the class action on behalf of a proposed Settlement Class (the  
15 "Agreement").

16 4. The Agreement includes monetary and non-monetary relief for the benefit of the  
17 members of the Settlement Class as more fully set forth in the Agreement. Beyond the monetary  
18 relief, there are three aspects of the nonmonetary relief that are particularly important to me and that  
19 I believe will benefit many iOS app developers.

20 5. The first element of the nonmonetary relief that I find particularly valuable is Apple's  
21 agreement to expand the choice of price points for paid apps, in-app purchases, and subscriptions  
22 from fewer than 100 to more than 500. Currently, under Apple's guidelines, iOS developers such as  
23 myself can only price their Apps at price tiers ending in \$0.99, and there are only 100 such tiers. That  
24 has limited the choices available to me and other developers to experiment with different prices for  
25 our apps to maximize sales and revenue.

26 6. For an app like mine, which is priced at \$2.99, even the smallest price change  
27 available under Apple's current guidelines, a dollar, is a huge price jump or a steep decline. With an  
28 increase in the number of pricing tiers, I will have the flexibility to fine-tune pricing to determine

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3 what is the best price for my customers, to compete effectively with similar apps, and to adjust to  
4 changes in the market.

5 7. The second element of the nonmonetary relief that could greatly benefit me and other  
6 developers relates to discoverability. As a small app developer with a limited budget for advertising  
7 and promotion, it has been very difficult for me to have my app discovered among the millions of  
8 apps on the iOS App Store, even though I believe that my app is one of the best baby naming apps  
9 available, if not the best. I am excited that Apple in the Agreement has committed to robust  
10 experimentation to improve app discoverability. Continued improvement in this area is vital so that  
11 new and high-quality apps have a better chance of being found. That is exactly what I and other  
12 small app developers need to make our app development efforts more profitable. I believe that  
13 improvements in discoverability also will benefit consumers and Apple, because it will better match  
14 consumers to the apps that suit their needs and interests.

15 8. The challenge of discoverability on the iOS App Store was an important complaint in  
16 our lawsuit, which I discussed at length during my deposition. I believe that the lawsuit played a role  
17 in Apple's commitment to improving discoverability, which I am extremely proud of.

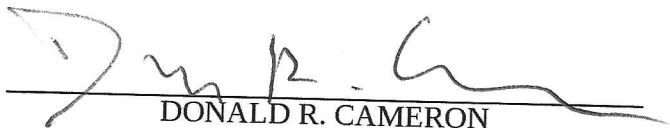
18 9. The third element of the nonmonetary relief in the Agreement that is particularly  
19 meaningful to me is Apple's commitment to publish a transparency report about the App Store that  
20 will communicate meaningful statistics for developers and the public, including providing objective  
21 data regarding search queries and results.

22 10. As I discuss above, one of the most challenging aspects of being a small developer is  
23 getting my app discovered by consumers, particularly when I am competing against more well-  
24 resourced competitors in a very large digital store. I believe that a transparency report that provides  
25 objective data about search queries and results will help developers like me understand why our apps  
26 are being found (or not), and improve our search results. Additionally, such a report will push Apple  
27 to maximize the likelihood that consumers will be able to efficiently find the apps that serve their  
28 needs.



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3 11. I have taken very seriously my commitment to improving the App Store  
4 for all developers. I believe the Agreement, including its nonmonetary provisions,  
5 accomplishes this goal and thus I proudly support the Settlement.

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7 I declare under penalty of perjury under the laws of the United States that the foregoing is  
8 true and correct. Executed this 25th day of August 2021 at Manteca, California.

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DONALD R. CAMERON